

REQUEST FOR PROPOSAL

ISSUE DATE: November 19, 2009 **RFP #PS10-01**

TITLE: Data Entry of Commercial Fishermen Mandatory Reporting Data

COMMODITY CODE: 92021

ISSUING AGENCY: Commonwealth of Virginia
Marine Resources Commission
2600 Washington Avenue, 3rd Floor
Newport News, VA 23607

**USING AGENCY AND/
OR LOCATION WHERE
WORK WILL BE
PERFORMED:** Contractor's place of business
Data entry information will be picked up at, and delivered back,
to 2600 Washington Avenue, Newport News, VA 23607.

**INITIAL PERIOD OF
CONTRACT:** Date of Award through March 31, 2012 (*renewable)

**SEALED PROPOSALS WILL BE RECEIVED UNTIL DECEMBER 15, 2009 AT 2:00PM
FOR FURNISHING THE SERVICES DESCRIBED HEREIN.**

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO:

Stephanie Iverson, Telephone (757) 247-2061 or
Brandy Battle, Telephone (757) 247-2260

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN
ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:**

Brandy L. Battle
Marine Resources Commission
2600 Washington Ave., 3rd Floor
Newport News, VA 23607

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED THEREIN AND HEREBY INCORPORATED BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

NAME AND ADDRESS OF FIRM:

_____ **DATE:** _____

_____ **BY:** _____
(Signature in ink)

_____ **NAME:** _____
(Please print)

_____ **Zip code** _____ **TITLE:** _____

EVA Vendor ID or DUNS number

_____ **PHONE:**(_____)_____

EMAIL:_____ **FAX:**(_____)_____

***PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held on December 1, 2009 at 10:00 A.M., at the 4th Floor Commission Meeting Room, Marine Resources Commission, 2600 Washington Avenue, Newport News, VA 23607. (Reference Section VII herein). NO ONE WILL BE ADMITTED AFTER 10:15 AM.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS FOR RFP#PS10-01

	PAGE
I. <u>PURPOSE</u>	4
II. <u>BACKGROUND</u>	Omitted
III. <u>STATEMENT OF NEEDS</u>	4
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	10-12
V. <u>EVALUATION AND AWARD CRITERIA</u>	12-13
VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>	13
VII. <u>PREPROPOSAL CONFERENCE</u>	14
VIII. <u>GENERAL TERMS AND CONDITIONS</u>	14-22
IX. <u>SPECIAL TERMS AND CONDITIONS</u>	22-26
X. <u>PRICING SCHEDULE</u>	26
XI. <u>METHOD OF PAYMENT</u>	26
XII. <u>ATTACHMENTS</u>	26

I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for data entry services for the information received through the Marine Resources Commission Commercial Fishing Mandatory Reporting Project.

II. **BACKGROUND:** Omitted.

III. **STATEMENT OF NEEDS:**

A. **History/General Description:** Beginning in 1993, Registered Commercial Fishermen were required to send in the previous month's daily catch reports (tickets) by the fifth day of the month. The daily catch sheets are mailed to the Marine Resources Commission (MRC) in monthly summary mailing folders. The daily catch sheets are capable of holding four days of harvest data; a sample of the Mandatory Reporting Program daily catch sheets is enclosed as Attachment A. The daily catch sheets are carbon, and, generally, the first and second copy of the tickets, are used for data entry. The daily catch sheets are coded by MRC staff for data entry. Fishermen do not always fill out the daily catch sheets completely. If information is missing from the daily catch sheet the data entry personnel must be able to search the monthly folder for the information to be keyed. On the front of each folder, the date and initials of the person entering and verifying the folder are required. The following is a sample of rows per month processed in 2007 and 2008. For example: For the month of January 2007 data there were 6,569 rows of current and previous year data picked up and Processed (Proc) in February and delivered (Del) in March):

<u>2007</u>			<u>2008</u>		
<u>MONTH</u>	<u>Amt Rows</u>	<u>Proc/Del MONTH</u>	<u>MONTH</u>	<u>Amt Rows</u>	<u>Proc/Del MONTH</u>
JAN	6,569	FEB/MAR	JAN	8,425	FEB/MAR
FEB	2,207	MAR/APR	FEB	5,731	MAR/APR
MAR	4,307	APR/MAY	MAR	7,583	APR/MAY
APR	13,360	MAY/JUN	APR	11,599	MAY/JUN
MAY	14,546	JUN/JUL	MAY	20,440	JUN/JUL
JUN	25,055	JUL/AUG	JUN	24,363	JUL/AUG
JUL	27,454	AUG/SEP	JUL	26,551	AUG/SEP
AUG	26,482	SEP/OCT	AUG	27,225	SEP/OCT
SEP	28,275	OCT/NOV	SEP	23,843	OCT/NOV
OCT	20,778	NOV/DEC	OCT	18,681	NOV/DEC
NOV	13,996	DEC/JAN	NOV	16,864	DEC/JAN
DEC	11,997	JAN/FEB	DEC	13,353	JAN/FEB

B. **Aquaculture (Oyster/Clam) and Oyster Public Data:** Aquaculture (private oyster/clam) and oyster public data were added to the Mandatory Reporting Program (MRP) in February 2007. There are three (3) fields unique to this data category labeled 'Oyster' and 'Aqua'. They are indicated in Section G with an asterisk (*). Section G describes all possible fields of data to be keyed. Oyster data has averaged over eight hundred (840) records in 2008, which can be up to 25% of the data submitted during certain months.

- C. Delinquent Data (Previous Years):** All delinquent data (previous years) has to be processed along with current year data. These data are kept in separate files and delivered separated by year and category from the current year data. Delinquent monthly data is processed with the current year and no separation is necessary by category and year.
- D. Offshore Data:** Offshore data were added to the MRP in October 2009. These harvesters are new to the mandatory reporting system and due to the water area (offshore), their data must be kept in a separate category. **All** species are included in this category.
- E. Mandatory Recreational Data:** Recreational data may be added to the MRP in 2010, still under regulatory change. These harvesters use commercial gear recreationally. Under current regulation they only have to record and submit their data annually. **All** species are included in this category.
- E. Agent Identification:** Commercial harvesters may use an ‘agent’ (another person that will work their commercial gear while they are unable to work); the agent may have an MRC_ID or not. If a harvester has an ‘agent’ working for them, they must check the ‘agent’ box on the mandatory reporting form. If the agent identified on the harvester report has a current MRC_ID the ‘Agent MRC_ID’ field must be populated. Staff will code the folders accordingly.

G. Description of a Row of Data (35 fields):

DATE OF INPUT	C.10 (mm/dd/yyyy)
MRC_ID	C.7
USED_AGENT (YES=Y; NO=N)	C.1
AGENT MRC_ID	C.7
COMMERCIAL/RECREATION (C or R)	C.1
BUYER CODE	C.4
DESCRIPTION OF THE CITY OR COUNTY LANDED	C.20
MONTH	N.2
DAY	N.2
WATER FISHED ABBREVIATION	C.5
GEAR ABBREVIATION	C.5
SPECIES ABBREVIATION	C.10
AMOUNT (WEIGHT)	N.8,2 (decimal place)
UNIT ABBREVIATION	C.5
PRICE (LEAVE BLANK)	N.7,2 (decimal place)
LIVE – PROC (L OR P FOR LIVE OR PROCESSED)	C.1
HOURS FISHED	N.3
AMOUNT OF GEAR	N.4
FIRST ADDITIONAL INFO	C.100 (memo)
INITIALS OF THE DATA ENTRY PERSON	C.2
FORM NUMBER (also referenced as tracking number)	N.8
LENGTH OF GEAR	N. 8,2 (decimal place)
CREW SIZE	N.2
WATERMAN HOURS FISHED	N.3
HELPER	C.7
HELPER 2	C.7
HELPER 3	C.7
HELPER 4	C.7
HELPER 5	C.7

SECOND ADDITIONAL INFO (SPECIAL TAG INFORMATION)	C.3
VESSEL NAME	C.30
VESSEL NUMBER	C.15
*BILLING NUMBER	N.5
*LEASE NUMBER	N.5
*ROCK ABBREVIATION	C.5

All fields should be treated as text with lengths as defined above. Data may also be treated as a combination of character and numeric data as long as lengths and format indicated above are used.

H. Description of Data to be Entered, Margin of Error, and Verification: Data is to be entered in ALL CAPITAL letters. No punctuation marks. Blank fill any missing fields (information). Key punch errors should not exceed 0.5% per batch of data, except the “MRC_ID” field there is a 0% error rate on this field. The “MRC_ID” field is the hardest error to find; it is the “unique identifier” of each waterman (Commercial and Recreational); incorrect information could cause serious problems for our watermen. All other fields have to be verified. In the case of multiple “MRC_ID” identified on the monthly report, put the additional “MRC_ID” in the ‘numbered’ ‘HELPER’ fields indicated in Section G. Once all the data from the folder or envelope is entered, the data entry clerk is to initial and date the front cover of the folder. Once all the data from the folder has been verified, the verifier is to initial and date the front cover of the folder. A 10% random sample of the folders in each batch will be pulled by the agency to check for the 0.5% error rate. Payment will not be initiated until each batch meets the 0.5% error rate. Error rate is based on the record or row of data; multiple errors in the same record still count as single error. Note that the 0.5% error rate is very small and in past contracts, only contractors using a double key process have met this criteria satisfactorily.

I. Data Research: The Contractor’s data entry staff must be able to search through all of a fisherman’s daily catch sheets and/or monthly summary folder to find the information to enter. Also, data entry staff must use abbreviation lists provided by VMRC. Missing information should be found on one of the daily catch sheets or the inside front cover of the folder. Data entry staff should have the flexibility to call the Plans and Statistics staff if they have questions as to what information needs to be entered (1-800-937-9247, 8:15 AM – 5:00 PM, Monday – Friday). The Plans and Statistics staff will respond to any questions by the end of the following working day. A data entry person is expected to sort through all daily catch sheets before entering to ensure legibility. If any data within a folder seems questionable to the data entry operator and the problem cannot be resolved by a phone call or fax to the Plans and Statistics Department, all daily catch sheets must be returned to the folder and no data from any daily catch sheet in that folder will be entered. Return those folders separately from entered data in a box clearly marked ‘PROBLEM’ for the Plans and Statistics staff to resolve the problem. Staff will provide a log of all folders by month that has been picked up. This log will be signed by the data entry contractor or their subcontractor and the Plans and Statistics staff. Indicate any folders that are moved to the ‘PROBLEM’ box. If a daily catch sheet or folder is not legible, all of the fisherman’s daily catch sheets and folder need to be returned to the Plans and

Statistics office by courier for editing. **(DO NOT SEPARATE DAILY CATCH SHEETS FROM THEIR FOLDERS.)** Once a contract is signed, a meeting of the Contractor with the Plans and Statistics staff is expected within one week. At this meeting the data research problems will be discussed, and a test batch of 100 folders (approximately 3000 rows) will be provided to the Contractor. The entry of test batch should conform to all criteria outlined in Sections III A-K. Test batch data is to be returned to the Plans and Statistics office within three (3) business days for verification. Upon successful completion of the test batch, the complete batch of monthly data will be available for Contractor pickup. In the event the test batch data entry is unsatisfactory, the folders will be returned to the Contractor for re-entry within three (3) business days. If performance on the re-entered test batch does not meet the criteria outlined in Sections III A-K, the contract will be cancelled, in accordance with Page 23, Section IX 6. The cost of doing the test batch data should be included in the price supplied in the PRICING SCHEDULE, Page 26.

J. Data Sorts and Report:

1. The Plans and Statistics staff will sort the original fishermen folders in the following eight categories: Fish, Crabs, Clams, Mix, Oyster (Public only), Aqua (Private Grounds), Offshore, and Recreation (under regulatory change). Within these eight categories, staff will also sort the fishermen folders by the 'Unique Identifier' (Commercial Registration/ Aquaculture License Number). After data entry and verification, the fishermen folders are to be returned in the original sorted order, in the original boxes, along with the additional box labeled 'PROBLEM' if applicable. Also, data on compact disk (CD) or electronic file is to be sorted first by category and then by 'Unique Identifier'. The Plans and Statistics staff would expect to receive multiple (dependent upon the years and category picked up) separate ASCII text files by category encrypted. ASCII text files are to be named by category, year and month delivered.

Example:

June data picked up in July and returned in August should be labeled:

08Fish09 (20000 Rows)
08Crabs09 (34000 Rows)
08Clams09 (10296 Rows)
08Mix09 (934 Rows)
08Oyster09 (100 Rows)
08Aqua09 (50 Rows)
08Offshore09 (75 Rows)
08Recreation09 (30 Rows)

2. In all years of the contract there will be an overlap of previous year(s) data (due to data delinquency) and current year data. During pickup and delivery the Plans and Statistics staff will sort the original data in categories and year: previous years (Fish, Crabs, Clams, Mix, Oyster, Aqua, Offshore and Recreation) and the current year (Fish, Crabs, Clams, Mix, Oyster, Aqua, Offshore, and Recreation).

The Plans and Statistics staff expects to receive all ASCII text files separated by category and years.

Example:

Delinquent December 2006 and January 2007 data picked up in February and returned in March should be labeled:

03Fish06 (2000 Rows)	03Fish07 (1250 Rows)
03Crabs06 (550 Rows)	03Crabs07 (289 Rows)
03Clams06 (295 Rows)	03Clams07 (200 Rows)
03Mix06 (185 Rows)	03Mix07 (190 Rows)
03Oyster06 (100 Rows)	03Oyster07 (110 Rows)
03Aqua06 (25 Rows)	03Aqua07 (45 Rows)
03Offshore06 (75 Rows)	03Offshore07 (80 Rows)
03Recreation06 (20 Rows)	03Recreation07 (10 Rows)

For each batch, generate (by category and year) report printouts to show number of rows per 'Unique identifier' per month.

- K. Format of Data to be Returned to VMRC:** Data is to be returned to the Plans and Statistics Office on Compact Disc (CD) (provided by the Contractor) in addition to the electronic file for the Crab and Mix categories explained in Section III L. The data must be in ASCII text format. The data must be comma delimited in the field order provided in Section III G. The data must also be sorted in the order described in Section III A-J. Zipped format is allowed to save disk space, as long as the Contractor provides the program to expand the data. The data must be encrypted with a password and the password provided to the Plans and Statistics department Data Supervisor, Stephanie Iverson (757) 247-2061. Point of interest: The Marine Resources Commission is currently using MySQL5.0.18 database software for the commercial fishery data system.
- L. Pickup and Delivery:** A workweek is considered Monday through Friday (excluding State holidays). Times for pickups and deliveries should be between the hours of 9:00AM and 4:30 PM. All pickup and deliveries will be at the expense of the Contractor. All pickups and deliveries are to be done by a bonded employee of the company or a bonded courier firm (excluding UPS, Federal Express, etc.) that will pickup and deliver all data directly from Contractor's facility to Marine Resources Commission and from Marine Resources Commission directly to Contractor's facility. Use of someone other than a company employee is considered a subcontractor and appropriate information must be supplied as indicated in Attachment C. The first batch of data to be entered must be picked up from the Plans and Statistics office of VMRC the week of the 15th of the month of January 2010. Exception: **Due to the importance of Crabs and Mix data to fishery management, there will be different delivery dates for the electronic delivery (email) of these two categories. Data will be compressed as a zip file and**

delivered via an email encrypted attachment. **Crabs:** For the Months of January through December, there will be a two-week turn-around. (Example: Pickup by the vendor no later than the week of the 15th of the month; electronic delivery to this agency by the end of the month.) **Mix:** For the months of October through December, there will be a two-week turn around. (Example: Pickup by the vendor no later than the week of the 15th of the month; electronic delivery to this agency the end of the month.) These two categories (Mix and Crabs) represented 77 % of 2008 data. The greatest amount of data for entry for these two categories occurs from April-September. The completed rows of data for all categories on compact disk and the original folders and daily catch sheets from all categories must be returned to the Plans and Statistics office of VMRC no later than the week of the 15th of the following month. Pickup and deliveries will occur on the same day. The Plans and Statistics staff must be notified at least 24 hours in advance of any pickup or delivery. Pickup and delivery patterns should continue as stated above throughout the contract period. The Contractor's courier and Plans and Statistics staff will be required to sign a pickup and delivery log for each pickup and delivery.

M. Confidentiality and Integrity of Data:

1. All rows and all portions of a row are strictly confidential. Information in its original paper form or computerized form is the property of VMRC and any disclosure by the Contractor may result in legal action. All Contractor personnel handling the data will be required to sign nondisclosure statements acknowledging confidentiality requirements and potential penalties associated with applicable Federal and State laws. Following data pickup, any precautions or measures to ensure the integrity of the original reporting forms and computerized data will be at the expense of the contractor.
2. For purposes of confidentiality, signature on this solicitation confirms that all contractors, subcontractors, contractor and subcontractor's officers, and contractor and subcontractor's employees are free and clear of any interest in the commercial seafood industry.

N. Storage and Purging of Data: Contractor is required to store all data entered for a maximum of six (6) months after the completion of the contract. Any VMRC data that is stored by the contractor on portable devices or media for backup or offsite storage must be encrypted. Encryption of data in the contractor's data entry environment is encouraged and will be considered in the proposal evaluation.

Six months after the conclusion of the contract, or earlier if authorized in writing by the Plans and Statistics office personnel, the contractor is required to purge all data from their computer systems and submit written notice to the Commission acknowledging data removal.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Requirements:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the Marine Resources Commission. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the

suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to given an oral presentation of their proposal to the Marine Resources Commission. This provides an opportunity for the offeror to clarify or to elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Marine Resources Commission will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that the Marine Resources Commission may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror Data Sheet, included as Attachment B to RFP, and, if applicable, Subcontractor Data Sheet included as Attachment C to RFP.
3. A written narrative statement to include:
 - a. Experience of the staff and company with keying commercial fisheries data at either a State or Federal level, or data of similar complexity and volume from other industries.
 - b. Price per row of data.
 - c. Names, qualifications, resumes, and number of staff to deal with interpretation of the commercial fisheries data and to read handwritten, incomplete documents.
 - d. Flexibility and size of the computer system to make changes to format (if necessary), or to ensure security, minimize error rates, and store data. Ability to enter data in exact formats specified in Section III A-J.
 - e. Data entry hardware and software, computer backup and security procedures, and physical security measures for the original reporting forms.
 - f. Flexibility with turn-around time for small, quick batches of data. Ability to meet time parameters specified in Section III A-K.
 - g. Location of the facility and the type of transportation for data to and from Marine Resources Commission and the data entry facility.
 - h. Ability to achieve a .5% error rate in data entered, including specific information about the data keying and verification process. Documented experience with similar data volumes and near zero error tolerance should be provided.
 - i. Complete description of any subcontracting arrangements to be used and completion of Subcontractor Data Sheet (Attachment C).
4. SWAM Utilization – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. (Complete Attachment D)

V. EVALUATION AND AWARD CRITERIA:

- A. Evaluation:** Proposals shall be evaluated by the Marine Resources Commission using the following criteria:

1. Resumes detailing staff experience with interpretation of hand-written, incomplete documents required (examples may be submitted). Keying of commercial and recreational fisheries data, at either a State or Federal level, is preferred. 20%
2. Computer hardware and software capabilities, to include flexibility of system to make changes to format (if necessary), minimize error rates (must achieve a .5% rate), store electronic data, and ensure electronic security of data. Ability to enter data in exact formats specified in Section III A-K. 20%
3. Computer backup, security procedures and physical security measures for transport, to and from Marine Resources Commission, and storing during data entry the original data entry forms. 20%
4. Ability to meet time parameters specified in Section III I. Ability to handle small batches of data for quick turn-around as needed. 10%
5. Price per row of data entered. 10%
6. SWAM subcontracting plan. 20%
100%

B. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall adhere to all data delivery requirements as stated in Section III L.
- B. The Contractor shall provide to the agency documentation that the contractor has utilized SWAM in accordance with its SWAM utilization plan. Documentation shall be provided annually, and on or before request for final payment.

VII. PREPROPOSAL CONFERENCE:

A mandatory preproposal conference will be held at 10:00 AM on December 1, 2009 at the 4th Floor Commission Meeting Room, Marine Resources Commission, 2600 Washington Avenue, Newport News, VA 23607. The purpose of this conference is to allow potential offerors an opportunity to present questions and to obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:15 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS, NONPROFESSIONAL SERVICES:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject

to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on

contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution,

or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall

give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K..

R. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the

goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- S. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

7. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation,

possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor

Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

IX. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Marine Resources Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Marine Resources Commission has purchased or uses any of its products or services, and the contractor shall not include Marine Resources Commission in any client list in advertising and promotional materials.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After

the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

4. **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (90) days. At the end of the (90) days the offeror may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **OFFER PRICES:** Proposal price shall be in the form of a firm unit price for each row of data entered, as described in Section III A – L, and placed on page 26 of the document.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	12/15/2009	2:00 p.m. _____
Name of Offeror	Due Date	Time
_____	PS10-01	
Street or Box Number	RFP No.	
_____	Data Entry of Commercial Fisherman	
City, State, Zip Code	<u>Mandatory Reporting Data</u>	
	RFP Title	

Name of Contract/Purchase Officer or Buyer: Brandy L. Battle

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the

office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
9. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
10. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Consumer Price Index. No price increases will be authorized for 30 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 30 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia;

and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
15. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
16. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's

and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- X. **PRICING SCHEDULE:** The Offeror agrees to provide services in compliance with Section III, Scope of Work, and the terms and conditions of this Request for Proposal at the total price figure listed below:

Price per row of data entered _____
to enter data in accordance with entire Scope of Work

- XI. **METHOD OF PAYMENT:** Payment is to be determined by the number of complete rows entered. The contractor is expected to provide a bill indicating number of completed rows after the completed and original data is returned to the Plans and Statistics Office at VMRC on a monthly basis. If the completed rows of data on the disk matches the rows billed, payment will be made in accordance with the Virginia Prompt Payment Act, after verification that the data in each returned batch has a .5% or lower error rate.

- XII. **ATTACHMENTS.** Complete Attachment B, Contractor Data Sheet, Attachment C, Subcontractor Data Sheet and Annex 7-G Small Business Subcontracting Plan.

ATTACHMENT B TO RFP #PS10-01
CONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy all the contractual agreements.
2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

**ATTACHMENT C TO RFP #PS10-01
SUBCONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Subcontractor must have the capability and capacity in all respects to fully satisfy all the contractual agreements.
2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____Years _____Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

Annex 7-G

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					